

9/1-124

**ESCROW AGREEMENT BETWEEN STATE OF ARIZONA
AND PINAL COUNTY**

THIS AGREEMENT, made this 21st day of October, 1991, pursuant to A.R.S. §§ 11-951 through 11-954, between PINAL COUNTY, a political subdivision of the State of Arizona ("County"), and STATE OF ARIZONA ("State"), by and through its Transportation Department ("ADOT").

RECITALS

1. The State, under authority granted to it by A.R.S. § 28-108, and the County, under the authority granted to it by A.R.S. § 11-251, has entered into various agreements in the design of improvements to State Route 347 (Maricopa Road) ("Project") and in the funding of the construction of improvements on said State route.

2. It is in the State's interests to have the funds for Segment IV of the Project accessible at the time of solicitation of bids.

3. It is in the County's interests to maintain control over all Project funds so it may control the spend down of said funds to avoid arbitrage penalties and to earn interest on said funds for the longest period of time possible.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

1. County will:

- a. Establish an escrow account in the name of Pinal County with a federally insured bank and said bank will act as escrow agent.
- b. Initially deposit the amount of \$3,538,722 into the escrow account.
- c. Identify the source of all funds deposited into the escrow account.
- d. Provide state with evidence of any additional funding made available from sources other than bond proceeds during the period between bid

solicitation and award of bid and make written request to ADOT for written authorization for the release of bond proceeds from the escrow account to County.

- e. Upon receipt of said written authorization from ADOT, withdraw bond proceeds from the escrow account.
- f. Pay all escrow charges and electronic fund transfer charges.
- g. Retain all ownership rights in interest earned on the escrow account.
- h. Provide State with spend down deadline dates and the amounts required to be spent by said dates.

2. State will:

- a. Be the sole signatory on the escrow account. The contact persons for the State will be Elizabeth Dube or Deborah Garrett from ADOT. Written notification shall be provided to the bank and the County of any change in the contact persons.
- b. Receive funds from the bank via electronic fund transfers.
- c. Withdraw funds only once a month for the monthly payment to contractor and for ADOT's 9% cost for the construction engineering charge except for the automatic withdrawal of interest and the authorization of withdrawals by Pinal County as set forth in Paragraph 2(f). No withdrawals shall be made by ADOT until the underlying intergovernmental agreement with ADOT on Segment IV of the Project, identified as ECS file No. JPA 91-124, is executed and filed with the Secretary of State. Withdrawals by ADOT shall be allowed by the escrow agent upon receipt of an executed and filed copy of agreement No. JPA 91-124.
- d. Provide the County on a quarterly basis with a detailed accounting of payment of expenditures on each construction project.
- e. Spend funds in a manner to meet the spend down requirements under arbitrage, while maximizing interest earnings for County.
- f. Upon written request from Pinal County, provide escrow agent with written authorization to release bond proceeds from the escrow account at such time County provides evidence of additional funding made available from other sources during the period between bid solicitation and award of bid on each construction project.

- g. Waive all right, if any, in interest earned on the escrow account.
- h. Within 60 days of the termination of construction contract on Segment IV of the Project or upon the mutual agreement of the parties to terminate this Agreement, provide written authorization to the escrow agent to terminate the escrow account and forward the remaining balance in the escrow account to County.

3. Interest earned on the funds in said escrow account shall be forwarded to Pinal County on a monthly basis. Said interest amount shall be forwarded to Pinal County, c/o Jim Turnbull, Treasurer, P.O. Box 729, Florence, AZ 85232.

4. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by arbitration as set forth in A.R.S. § 12-1518.

5. This Agreement shall become effective upon filing said Agreement with the Secretary of State.

6. This Agreement shall terminate 60 days after the termination of construction contract on Segment IV of the Project or upon the mutual agreement of the parties to terminate whichever occurs first.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Accounts Receivable
206 S. 17th Ave., Mail Drop 204B
Phoenix, AZ 85007

Pinal County
Jim Turnbull, Pinal County Treasurer
P. O. Box 729
Florence, AZ 85232

8. This instrument reflects the entire agreement between the parties and any statement, promise or inducement made by either party or the agent of either party that is not contained in this written Agreement shall not be valid or binding upon the parties.

9. All amendments and modifications to this Agreement shall be in writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PINAL COUNTY, a political subdivision
of the State of Arizona,

By X William Mathieson
William Mathieson, Chairman
Board of Supervisors

ATTEST Stanley D. Griffis
Stanley D. Griffis, Clerk

STATE OF ARIZONA, Department of
Transportation,

By Robert P. Nicholson

Foregoing Escrow Agreement between
State of Arizona and Pinal County ap-
proved as to form in compliance with
A.R.S. § 11-952

Attorney General

Foregoing Escrow Agreement between
State of Arizona and Pinal County ap-
proved as to form in compliance with
A.R.S. § 11-952:

ROY A. MENDOZA
PINAL COUNTY ATTORNEY

Patricia A. Grieb
Deputy County Attorney

RESOLUTION NO. 102191-JPA 91-124-A

A RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING PINAL COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION, IDENTIFIED AS JPA 91-124, AND TO EXECUTE ANY DOCUMENTS NEEDED TO ACCOMPLISH THE TRANSFER OF FUNDS COVERED BY SAID AGREEMENT

WHEREAS, Pinal County (County) and the State of Arizona (State) acting through Arizona Department of Transportation (ADOT) have participated in the design of improvements to State Route 347 (Maricopa Road) between the Maricopa-Pinal County Line and SR-84 (the Project); and

WHEREAS, Pinal County Board of Supervisors has determined the need to define the responsibilities of the County and the State of Arizona under Segment IV of the project and to set up an escrow account for the transfer of funds for Segment IV,

THEREFORE, BE IT RESOLVED:

That it is in the best interest of Pinal County to enter into an intergovernmental agreement identified as JPA 91-124, with the State, by and through its Department of Transportation, for the purpose of defining the responsibilities of the County and the State under Segment IV of the project and to execute any documents needed to accomplish the transfer of funds under said agreement including documents to set up an escrow account.


BE IT FURTHER RESOLVED:

William Mathieson, as chairman of the Pinal County Board of Supervisors is authorized to execute the Intergovernmental Agreement identified as JPA 91-124 on behalf of Pinal County and to execute any documents needed to accomplish the transfer of funds for Segment IV.

PASSED AND ADOPTED this 21 day of October, 1991.

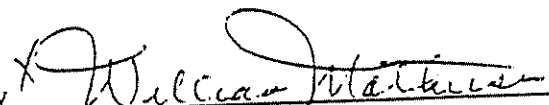
PINAL COUNTY BOARD OF SUPER-
VISORS

ATTEST:



Stanley D. Griffis,
Clerk of the Board

By



William Mathieson, Chairman

ECS File JPA 91-124
Segment IV, Papago Road
To SR-84

Escrow Agreement between

PINAL COUNTY

and

THE STATE OF ARIZONA

I have reviewed the above referenced proposed intergovernmental escrow agreement, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and PINAL COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 3rd day of October, 1991.

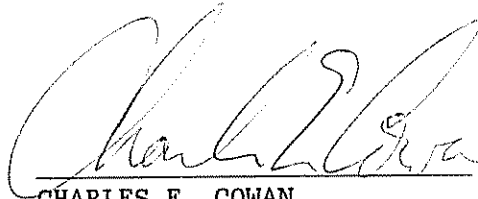
ROY A. MENDOZA
PINAL COUNTY ATTORNEY

By Patricia A. Grieb
Patricia A. Grieb
Deputy County Attorney

RESOLUTION

BE IT RESOLVED on this October 10, 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the design, construction and maintenance of improvements to Maricopa Road Segment 4, Papago Road to SR-84.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

 10 Oct 91

CHARLES E. COWAN
Director

ATTORNEY GENERAL
TRANSPORTATION DIVISION

MEMORANDUM

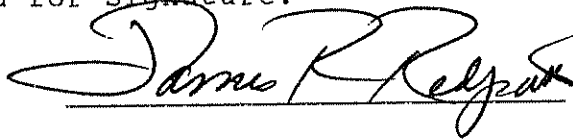
October 15, 1991

TO: E. JACK HAMMITT
Joint Project Administrator,
Assistant Contract Manager

FROM: JAMES R. REDPATH
Assistant Attorney General

RE: PINAL COUNTY IGA
A.G. Contract No. KR91-2555-TRD

The attached agreement appears to be in proper
form and may be circulated for signature.

A handwritten signature in dark ink, reading "James R. Redpath", is written over a horizontal line.

JRR:rls
7191G/17
attach.

FIVE-YEAR HIGHWAY CONSTRUCTION PROGRAM

FISCAL YEAR 1991 - 1992

PROJ ITEM NO	STATE ROUTE NO	CO MP E	T Y P E	TRAC'S PROJ NO	P SB PJ	FED PROJ NO	FUNDING DIST	ENG DIST	PROJECT LOCATION	LENGTH	TYPE OF WORK	PROGRAM BUDGET	N O T E
<u>STATE ROUTE 347</u>													
345	347	PN	O H			C		2	Maricopa Rd	NA	Cst Rdwy	3,000,000	16
<u>STATE ROUTE 360</u>													
346	360	MA	O H			D	028-1	F	2 SR 360, Superstition Fwy	0.0	Design (FMS)	500,000	
347	360	PN	23 H	2207	03	C	028-1(34)	F	1 Ironwood Dr-Jct US 60	3.5	Landscape & Erosion Control	2,400,000	
<u>STATE ROUTE 587</u>													
348	587	PN	218 H			C	045-1-	STATE	1 Jct SR 87-Powerline	3.6	Seal Coat	100,000	
<u>US ROUTE 666</u>													
349	666	GH	118 H			D	057-1-	STATE	2 Jct Solomon Rd, 32nd St & 1st Av, Safrd	NA	Design (Intersection)	200,000	
350	666	GH	120 H	2049	01	C	057-1(4)	RRP	2 Safford RR Xing #742-211-V	0.1	Flashers & Gates	100,000	
351	666	AP	315 H	2973	01	C	071-1-508	STATE	4 St Johns-North	6.4	AC & SC	950,000	
352	666	AP	365 H	2781	01	C	071-1(1)	HES	4 Sanders	3.1	Cst Shldr	1,000,000	
<u>TEMPORARY US ROUTE 666T</u>													
353	666T	GE	164 H			D		STATE	2 Clifton-Morenci Mine	5.0	Design Concept Study	200,000	
<u>STATE ROUTE 989</u>													
354	989	PM	35 H	0757	04	C		SP 15%	2 Tangerine Rd (1st Ave-US 89)	1.0	Cst, Strs & Pave	8,300,000	
<u>MAG SYSTEM WIDE PROJECTS</u>													
355	999	MA	O H			R		RARF, 15	MAG System	NA	R/W H-ship Protection Settlmnt	12,000,000	
356	999	MA	O H			D		RARF, 15	1 MAG System	NA	Engineering Contingencies	4,000,000	
<u>STATEWIDE PROGRAMS</u>													
357	999	SW	000 H			C		STATE	Motor Vehicle Division	NA	MVD Highway Safety Program	50,000	
358	999	SW	000 H			D		STATE	Statewide POE	NA	Capacity & Pavement Study	400,000	
359	999	SW	000 H			U	STATEWIDE	STATE	Statewide	NA	Utility Relocation	500,000	
360	999	SW	000 H			C	STATEWIDE	ST/FA	Statewide	NA	Cst Preparation	16,000,000	